

Pipefitters Local Union No. 562 and Systemaire, Inc. and Charles E. Jarrell Contracting¹ and C & R Heating & Service Company, Inc. and Sheet Metal Workers, Local Union No. 36.
Case 14-CD-909, 14-CD-910, and 14-CD-911

December 18, 1995

**DECISION AND DETERMINATION OF
DISPUTE**

BY CHAIRMAN GOULD AND MEMBERS BROWNING
AND COHEN

The charges in these Section 10(k) proceedings were filed on April 14, 1995, by Systemaire, Inc. (Systemaire) in Case 14-CD-909, on April 18, 1995, by Charles E. Jarrell Contracting Company, Inc. (Jarrell) in Case 14-CD-910, and on April 19, 1995, by C & R Heating & Service Company, Inc. (C & R) in Case 14-CD-911. Each of these charges alleges that the Respondent, Pipefitters Local Union No. 562 (Pipefitters), violated the National Labor Relations Act by engaging in proscribed activity with an object of forcing the Employer to assign certain work to employees it represents rather than to employees represented by Sheet Metal Workers, Local Union No. 36 (Sheet Metal Workers). On April 27, 1995, the Regional Director for Region 14 issued an order consolidating these cases. A hearing was held on May 9, 1995, before Hearing Officer Leonard Perez.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board affirms the hearing officer's rulings, finding them free from prejudicial error. On the entire record, the Board makes the following findings.

I. JURISDICTION

A. Systemaire

Systemaire, a Delaware corporation, is engaged in business as a nonretail mechanical construction contractor with its principal offices and place of business in Earth City, Missouri, and with a jobsite located in St. Louis, Missouri. At its St. Louis jobsite it purchased and received goods and materials valued in excess of \$50,000 for installation at that jobsite and that were shipped from points located outside the State of Missouri.

B. Jarrell

Jarrell, a Missouri corporation, is engaged in business as a nonretail mechanical construction contractor with its principal offices and place of business in Earth City, Missouri, and with a jobsite located in St. Louis,

Missouri. At its St. Louis jobsite Jarrell provided services and material valued in excess of \$50,000 when those services and materials were provided directly to Jarrell's St. Louis jobsite customer, and that customer meets other than a solely indirect standard for the assertion of Board jurisdiction.

C. C & R

C & R, a Missouri corporation, is engaged in business as a nonretail mechanical construction contractor with its principal place of business in Bridgetown, Missouri, and a jobsite located in Clayton, Missouri. At its Clayton jobsite C & R purchased and received goods and materials valued in excess of \$50,000 for installation at such jobsite and that were shipped directly to that jobsite from points located outside the State of Missouri.

The parties stipulate, and we find, that the Employers are engaged in commerce within the meaning of Section 2(6) and (7) of the Act and that Pipefitters Local Union No. 562 and Sheet Metal Workers, Local Union No. 36 are labor organizations within the meaning of the Act.

II. THE DISPUTE

A. Background and Facts of the Dispute

1. Systemaire

Systemaire was awarded a subcontract for the installation of 6- and 8-inch 10-gauge pipe for feeding dry powdered product from a hopper to a blower-operated "air-veyor" system by general contractor Clayco Accurate Construction as part of an overall installation of a conveyor system for movement of calcium phosphate at Monsanto Chemical Company's St. Louis, Missouri plant known as the Carondelet plant. Systemaire initially assigned portions of the work to a crew of its sheetmetal workers and a crew of its pipefitters. Systemaire commenced work on the project in December 1994. After 2 to 3 days on the project, a dispute arose between members of the Sheet Metal Workers and a labor organization not involved in this case, the Boilermakers, with the Boilermakers claiming the work initially awarded to Systemaire in its subcontract with Clayco. Systemaire put a hold on further performance of that work on the project due to that dispute, and pulled its sheetmetal workers from the site pending a resolution. The dispute was resolved when Clayco withdrew the work from Systemaire's subcontract and assigned the work to its employees represented by the Boilermakers.

On approximately December 15, 1994, Sheet Metal Worker Business Representative David Zimmerman phoned Systemaire Director of Operations Kelsie Sams, who was responsible for making the Employer's work assignments. Zimmerman told Sams that the re-

¹ The name of this Employer appears as it was amended at the hearing.

maining work on the contract was “blow pipe” work, that the Employer had assigned the work to the Pipefitters, and that the Sheet Metal Workers claimed the “blow pipe” work. Sams then suspended further work on this project pending his investigation of the Sheet Metal Workers’ claim.

As part of his investigation, Sams called Pipefitters’ Business Representative Michael O’Mara. O’Mara indicated to Sams that he was aware of the dispute at the Monsanto project and that the work involved was “process work” (the movement of a product through piping) and therefore was Pipefitters’ work. Sams asked O’Mara what would result if he were to reassign the work to the Sheet Metal Workers. O’Mara responded that “it would be grounds for pulling our men.” After this conversation, Sams reviewed the contracts with the Sheet Metal Workers and the Pipefitters. Notwithstanding the specific language of the Sheet Metal Workers’ contract granting it jurisdiction over “air-veyor systems,” Sams concluded that the Pipefitters’ contract was applicable to the work as it involved the installation of a system that would be utilized for the movement of a product. Sams further concluded that an assignment of work to the Pipefitters would be consistent with the past practice of the industry as a whole. Accordingly, Sams assigned the work, both as to the initial phase and a second phase, to employees represented by the Pipefitters.

2. Jarrell

The instant case involves a work dispute at Jarrell’s Dennis Chemical Company jobsite, but the dispute has its origins in a previous Jarrell jobsite at Lear Seating Company. As with the Dennis Chemical Company job, the Lear Seating Company job involved the installation of a Co-Ray-Vac heating system,² and the work was assigned to the Pipefitters.

During Jarrell’s performance of the Lear Seating job in August and September 1994, the Sheet Metal Workers also claimed the Co-Ray-Vac installation work. The Lear Seating job was completed by employees represented by the Pipefitters. Jarrell’s assignment of that work to the Pipefitters, however, resulted in the Sheet Metal Workers filing a grievance contending that the work should have been awarded to employees represented by the Sheet Metal Workers. The grievance hearing resulted in a deadlock, and the Sheet Metal Workers stated its intention to appeal that deadlock to the next level of the grievance system. Thereafter, the Pipefitters informed Jarrell by letter dated March 23, 1995, that it claimed the installation of Co-Ray-Vac systems and that “[w]e are putting you on notice, that in the future, if you assign such work to the Sheet

Metal Local, we will take whatever action is necessary, including picketing or striking.”

On being awarded the contract for the Dennis Chemical job, and fearing a recurrence of the competing claims, Jarrell President Michael Jarrell called Sheet Metal Workers Business Representative John Lorson on April 17, 1995. Jarrell told Lorson that he had another Co-Ray-Vac installation job at Dennis Chemical, and asked whether the Sheet Metal Workers would continue their claim for the Co-Ray-Vac work as they had at the Lear Seating job. Lorson answered that they would. Jarrell then contacted the Pipefitters’ Assistant Business Manager Michael O’Connell and asked whether the Pipefitters were maintaining their position on the Co-Ray-Vac systems and claiming that work for the Dennis Chemical job. O’Connell replied, “Absolutely. Nothing has changed.” As of the date of the hearing, Jarrell had not commenced the Dennis Chemical job but had assigned the installation of the entire Co-Ray-Vac system to employees represented by the Pipefitters.

3. C & R

In early 1994, C & R was awarded a subcontract by general contractor Briner Electric for the installation of approximately 275 linear feet of 18-inch diameter metalbestos emergency exhaust flue. The site of the work is the St. Louis Government Center in Clayton, Missouri, a suburb of St. Louis. C & R did not begin work on the project until approximately March 13, 1995. Prior to the commencement of the installation of the flue, the Employer had not determined whether the assignment of this work should be made to employees represented by the Pipefitters or the Sheet Metal Workers. C & R was aware, however, of other disputes between the two Unions over work similar to that which it intended to perform at the Government Center. On February 24, 1995, C & R attempted to have a jurisdictional award made by referring the potential dispute to the Joint Jurisdictional Committee (JJC), a panel established by and comprised of contractors from the St. Louis Chapter of the Sheet Metal and Air Conditioning Contractors’ National Association, Inc., and the Metal Contractors Association of St. Louis. The Sheet Metal Workers, the Pipefitters, and C & R (by virtue of its membership in both of the employer associations) had agreed to be bound by any awards rendered by the JJC.

On March 7, 1995, C & R President George Edinger called Sheet Metal Workers’ President and Business Manager Ted Zlotopolski to inquire as to Zlotopolski’s willingness to have a composite crew of Sheet Metal Workers and Pipefitters perform the work at the Government Center. Zlotopolski told Edinger that he would consider the offer and get back to Edinger the following day. When Edinger did not receive a response, he

²Co-Ray-Vac is a trade name that has become synonymous with a specific type of heating system regardless of the manufacturer of the system.

phoned Zlotopolski on March 9, 1995, and was told by Zlotopolski that he would not agree to a composite crew and was claiming all of the work at the Government Center for the Sheet Metal Workers. Because of Zlotopolski's rejection of the offer of a composite crew and the JJC's previous award of similar work to the Pipefitters,³ Edinger decided to proceed with an assignment of the work to C & R's employees represented by the Pipefitters.

On April 12, 1995, the Sheet Metal Workers filed a grievance against C & R over its assignment of the disputed work to the employees represented by the Pipefitters. By letter dated April 17, 1995, Pipefitters Business Representative O'Mara told C & R that it claimed the work of installing the metalbestos flue, that it understood the Sheet Metal Workers had also claimed the work, and that "[w]e are putting you on notice that, in the future, if you assign such work to the Sheet Metal Local, we will take whatever action necessary, including picketing or striking."

As of the date of the hearing, C & R's work at the Government Center was still in progress, and was being performed by employees represented by the Pipefitters.

B. Work in Dispute

1. Systemaire

The work in dispute is installation of 6- and 8-inch 10-gauge pipe for feeding dry powdered product from a hopper to a blower-operated "air-veyor" system at the Monsanto Chemical Company's Carondelet plant in St. Louis, Missouri.

2. Jarrell

The work in dispute is installation of reflector shields, exhaust pipes, and hangers of the "Co-Ray-Vac" type heating systems at Dennis Chemical Company's St. Louis Missouri facility.⁴

³This previous award to the Pipefitters resulted in the Sheet Metal Workers' rescission of their agreement to be bound by the awards of the JJC.

⁴To the extent that the Co-Ray-Vac system includes a "single-wall flue pipe," for exhaust, the following testimony of Jarrell president Michael Jarrell indicates that Jarrell intended to assign this work to the employees represented by the Sheet Metal Workers:

Q. And historically when there is no condensate in the exhaust, which Union has been assigned that work by Jarrell?

A. At that point, we use a single wall flue pipe and the Sheet Metal Workers have done the work.

Q. And that is what you intend to do in this case?

A. That is what we intend to do with Dennis [Chemical Company], yes.

There is no evidence that the Pipefitters have claimed the single wall flue pipe in this case. We therefore conclude that single wall flue pipe is not part of the work in dispute.

3. C & R

The work in dispute is installation of approximately 275 linear feet of 18-inch diameter metalbestos emergency exhaust flue at the St. Louis County Government Center, Clayton, Missouri.

C. The Contentions of the Parties.

Each of the Employers asserts that there is reasonable cause to believe that the Respondent has violated Section 8(b)(4)(D) and that the dispute is properly before the Board for determination. Each Employer also maintains that based on the relevant criteria, the work in dispute should be assigned to its employees represented by the Pipefitters. Each Employer and the Pipefitters additionally argue that the recurrent nature of the dispute between the Pipefitters and the Sheet Metal Workers over the performance of the work at issue warrants a broad award in each case.

1. Systemaire

The Sheet Metal Workers argue that Systemaire would not have assigned the work to the Pipefitters but for the Pipefitters' unlawful threat, and that the Act does not protect such a coerced work assignment. Therefore, the sheet metal workers conclude that the legitimate relevant factors in the case favor an award of the work to the employees represented by the Sheet Metal Workers.

2. Jarrell

The Sheet Metal Workers argue that the charge in Case 14-CD-910 should be dismissed and the notice of hearing quashed because Jarrell's attempt to invoke the Board's jurisdiction is a sham. In the alternative, the Sheet Metal Workers argue that if the Board asserts jurisdiction, the disputed work should be awarded to a composite crew of sheetmetal workers to install reflector shields, hangers that attach them, and exhaust pipes, and pipefitters for the remaining work.

3. C & R

The Sheet Metal Workers argue that the relevant factors do not support an exclusive award of the work to the Pipefitters, and that the work should be awarded to a composite crew of sheetmetal workers and pipefitters.

The Sheet Metal Workers argue that with respect to each case, any award must be limited to the particular setting at issue in that case.

D. Applicability of the Statute

Before the Board may proceed with a determination of the dispute pursuant to Section 10(k) of the Act, it must be satisfied that there is reasonable cause to believe that Section 8(b)(4)(D) has been violated and that

the parties have no agreed-on method for the voluntary adjustment of the dispute.

1. Systemaire

On December 15, 1994, Pipefitters' Business Manager O'Mara told Systemaire's director of operations, Sams, that if Sams were to assign the disputed work to the Sheet Metal Workers, it would be grounds for a job action or pulling of manpower.

2. Jarrell

By letter dated March 23, 1995, and again in a phone conversation on April 17, 1995, Pipefitters' Assistant Business Manager O'Connell informed Jarrell's president, Mike Jarrell, that the Pipefitters claimed the work of installing the Co-Ray-Vac System, and stated that "in the future, if you assign such work to the Sheet Metal Local, we will take whatever action is necessary, including picketing or striking."⁵

3. C & R

By letter dated April 17, 1995, Pipefitters' Business Manager O'Mara informed C & R's vice president that the Pipefitters claimed the installation of the Generator Exhaust System, and stated that "in the future, if you assign such work to the Sheet Metal Local, we will take whatever action is necessary, including picketing or striking."

Further, the parties have stipulated, and we find, that there is no voluntary method of resolving the competing claims for the disputed work. As mentioned above, a Joint Jurisdictional Committee had been established by the two labor organizations and the employer associations that negotiate the contracts to which each Employer is party for the purpose of rendering final and binding determinations in settings such as those here. Shortly after establishment of the JJC in November 1994, however, the first dispute it heard resulted in an award of the work to the Pipefitters. Thereafter, the Sheet Metal Workers refused to participate further in the JJC proceedings or to be bound by any decisions rendered by that Committee.

Based on the foregoing, we find reasonable cause to believe that the Pipefitters violated Section 8(b)(4)(D),

⁵ The Sheet Metal Workers contend that the charge should be dismissed and the notice of hearing quashed because Jarrell's attempt to invoke the Board's jurisdiction is a sham. The Sheet Metal Workers point out that although Jarrell's president testified that he was sent a letter after his April 17 telephone conversation with O'Connell confirming that a threat had been made, the letter entered into evidence is dated more than 3 weeks before the telephone call took place. We find that the date on this letter is immaterial, because there is no dispute that it contains a threat that "in the future" the Pipefitters will strike or picket if the disputed work is assigned to the Sheet Metal Workers. Further, we note that Jarrell's testimony of the threat he received from the Pipefitters over the telephone on April 17 is uncontradicted.

and that, as stipulated by the parties, there exists no agreed-on method for voluntary adjustment of the dispute within the meaning of Section 10(k) of the Act. Accordingly, we find that the dispute is properly before the Board for determination.

E. Merits of the Dispute

Section 10(k) requires the Board to make an affirmative award of disputed work after considering various factors. *NLRB v. Electrical Workers IBEW Local 1212 (Columbia Broadcasting)*, 364 U.S. 573 (1961). The Board has held that its determination in a jurisdictional dispute is an act of judgment based on common sense and experience, reached by balancing the factors involved in a particular case. *Machinists Lodge 1743 (J. A. Jones Construction)*, 135 NLRB 1402 (1962).

The following factors are relevant in making the determination of the dispute

1. Certification and collective-bargaining agreements

There is no evidence that either the Sheet Metal Workers or the Pipefitters has ever been certified as the exclusive collective-bargaining representative of any of the Employers' employees. The Employers, however, are each signatory to collective-bargaining agreements with both labor organizations.

a. Systemaire

The Sheet Metal Workers most recent collective-bargaining agreement to which Systemaire is signatory covers assignment of work in article 1, section 1(A), and provides that the Sheet Metal Workers will be assigned, among other things, "[a]ny and all sheet metal work used in connection with . . . fans, blowers, dust collecting systems, ovens and dryers, heating, ventilation and air conditioning, and all other types of sheet metal work and equipment, mechanical or otherwise[.]"

Article 5 of the Pipefitters' most recent collective-bargaining agreement to which Systemaire is signatory covers the scope of work. Section 9 lists "[i]nstallation of all air slide, airveyor, pneumatic conveyor systems, etc. in their entirety, fans, blowers[.]"

Because both the Pipefitters' and the Sheet Metal Workers' collective-bargaining agreements reasonably can be read as covering the disputed work, we find that this factor favors neither group of employees.

b. Jarrell

Several provisions of Jarrell's most recent collective-bargaining agreement with the Pipefitters are relevant to the jurisdictional dispute. Article 5, section 4, reserves to the Pipefitters all "work . . . relating to new installation, reconditioning, or remodeling of heating, air conditioning . . . and like systems, including

all phases of work[.]” Article 5, section 7, reserves to the Pipefitters “the fabrication and erection of all pipe-work for all mechanical, residential, commercial, manufacturing, industrial and mining purposes[.]” There is no evidence that the Sheet Metal Workers’ contract covers the disputed work. Accordingly, we find that this factor favors the award of the disputed work to the employees represented by the Pipefitters.

In addition, in the April 6, 1966, addendum to the 1956 agreement between the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry and the Sheet Metal Workers International Association it states that “[g]as or oil fired unit heaters within a building for heating purposes only and not in connection with a duct system” shall be the work of the Pipefitters, and that “[g]as or oil fired unit heaters within a building for heating purposes only in connection with a duct system” shall be the work of the Sheet Metal Workers. There is no conclusive evidence as to which category the work in dispute falls. Accordingly, the agreement between the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry and the Sheet Metal Workers International Association does not favor the award of work to either group of employees.

c. C & R

Both the Pipefitters’ and the Sheet Metal Workers’ most recent collective-bargaining agreements to which C & R is signatory contain jurisdictional language that arguably covers the disputed work. In article I, section 1(A), of the Sheet Metal Workers agreement, any sheet metal work used in connection with “fans, blowers, dust collecting systems, ovens and driers, heating, ventilation and air conditioning” is reserved to the Sheet Metal Workers.

Appended to the Pipefitters’ collective-bargaining agreement is its jurisdictional statement. Paragraph 50 of this statement reserves to the Pipefitters work on “pipe made from metals, tile, glass, rubber, plastics, wood or any other kind of material, or product manufactured into pipe, usable in the pipe fitting industry, regardless of size or shape.” Because both the Pipefitters’ and the Sheet Metal Workers’ collective-bargaining agreements reasonably can be read as covering the disputed work, we find that this factor favors neither group of employees.

2. Employer preference

Each of the Employers stated a preference for having the disputed work awarded to employees represented by the Pipefitters.⁶ Accordingly, in each case

⁶The Sheet Metal Workers assert that the Pipefitters’ allegedly unlawful threat and not legitimate factors caused Systemaire’s assignment of the disputed work to the Pipefitters, and that the Board has refused to sanction assignments that are not based on an employer’s

the factor of employer preference favors an award of the disputed work to employees represented by the Pipefitters.

3. Employer past practice

a. Systemaire

Systemaire had no past practice of assigning the disputed work to either group of employees. Accordingly, this factor does not favor an award to either group of employees.

b. Jarrell

The record indicates that over the past 20 years Jarrell has consistently assigned installation of the work in dispute to employees represented by the Pipefitters. The Sheet Metal Workers argue that Jarrell’s past practice with the installation of Co-Ray-Vac systems has been to use a composite crew and to assign the exhaust pipes to sheet metal workers when, as at the Dennis Chemical job, there is no condensate. As noted above in section II,B (Work in Dispute), Jarrell’s past practice has been to assign the single wall exhaust flue pipe work to sheet metal workers, but this work is not the work that is in dispute in the present case. Accordingly, this factor favors an award of the disputed work to the employees represented by the Pipefitters.

c. C & R

C & R presented evidence that on the one occasion in the past when it has installed an emergency generator exhaust system, it awarded this work to employees represented by the Pipefitters. Accordingly, this factor favors an award of the disputed work to employees represented by the Pipefitters.

4. Area and industry practice

a. Systemaire

Systemaire presented evidence that the assignment of the disputed work was based on industry practice of awarding the installation of piping that conveys a product to the Pipefitters. The Sheet Metal Workers argue that industry practice is to award the installation of “blowpipe” to employees represented by the Sheet Metal Workers, and that blowpipe was involved in the disputed work. Neither Systemaire nor the Sheet Metal Workers presented evidence with respect to area practice. Because the record indicates that blowpipe can be used as part of a system that conveys a product, this factor does not favor the assignment of work to one group of employees over the other.

free choice. Systemaire, however, has indicated at the hearing and in its brief that its uncoerced preference is that the disputed work be assigned to the Pipefitters.

b. *Jarrell*

Jarrell presented evidence that both area and industry practice is to assign installation of a Co-Ray-Vac system, including the work in dispute, to employees represented by the Pipefitters. Under these circumstances, we find that the factor of area and industry practice favors an award of the disputed work to employees represented by the Pipefitters.

c. *C & R*

C & R presented evidence that the industry practice is to assign the installation of emergency generator exhaust systems to employees represented by the Pipefitters. C & R also presented evidence with respect to area practice that the JJC had met and awarded similar work to employees represented by the Pipefitters in a case involving another contractor, the Pipefitters and the Sheet Metal Workers. Accordingly, we find that industry and area practice support an award of this work to employees represented by the Pipefitters.

5. Relative skill

With respect to each case, the record shows that both groups of employees possess the necessary skills to perform the work in dispute. Accordingly, this factor does not favor an award of the work to either group of employees.

6. Economy and efficiency of operations

a. *Systemaire*

Systemaire contends that it is more economical and efficient to assign the disputed work to employees represented by the Pipefitters. If the employees represented by the Sheet Metal Workers were assigned the disputed work, it would be the only work they performed on the job. The employees represented by the Pipefitters are assigned to other work at the jobsite, as are employees represented by the Boilermakers. Systemaire maintains that it is less efficient and economical to have employees represented by three trades do the work rather than having just two trades on the job.

Accordingly, we find that the factor of economy and efficiency of operations favors an award of work to the employees represented by the Pipefitters.

b. *Jarrell*

Jarrell contends that it is more economical and efficient to assign the disputed work to the employees represented by the Pipefitters because these employees are already on the jobsite to install the gas pipeline that fuels the burners. Further, Jarrell's president testified that it is most efficient to install the pipe and reflectors in the Co-Ray-Vac system simultaneously, as would be done if the employees represented by the Pipefitters

were assigned the disputed work, rather than section by section, as would be done by a composite crew.

Accordingly, we find that the factors of economy and efficiency of operations favors an award of the work to employees represented by the Pipefitters.

c. *C & R*

C & R contends that it is more economical and efficient to assign the disputed work to the employees represented by the Pipefitters because employees represented by the Pipefitters were already present on the job doing other piping work, there was no reason for the employees represented by the Sheet Metal Workers to be on the job other than to perform the disputed work, and it is less economical and efficient to use two crews than to use one. Accordingly, we find that the factors of economy and efficiency of operations favors an award of the work to employees represented by the Pipefitters.

III. CONCLUSION

After considering all the relevant factors, we conclude that the employees represented by the Pipefitters are entitled to perform the work in dispute in each case.

A. *Systemaire*

We reach this conclusion relying on the factors of employer preference and economy and efficiency of operations.

B. *Jarrell*

We reach this conclusion relying on the factors of the collective-bargaining agreements, employer preference and past practice, area and industry practice, and economy and efficiency of operations.

C. *C & R*

We reach this conclusion relying on the factors of employer preference and past practice, area and industry practice, and economy and efficiency of operations.

In making this determination in each of the above cases, we are awarding the work to employees represented by the Pipefitters, not to that Union or its members.

IV. SCOPE OF AWARD

The Employers and the Pipefitters request that the Board issue a broad industrywide award on behalf of the Pipefitters in a geographic area equal to the territorial jurisdiction of the two competing labor organizations. The Employers and the Pipefitters contend that disputes between the Pipefitters and the Sheet Metal Workers over these same issue have arisen in the recent past and that they will continue to arise and to multiply in the future. The Employers and the Pipe-

fitters argue that such a broad award is necessary to avoid similar jurisdictional disputes.

The Board customarily declines to grant an areawide award in cases in which the *charged party* represents the employees to whom the work is awarded and to whom the employer contemplates continuing to assign the work. See *Laborers Local 243 (A. Amorello & Sons)*, 314 NLRB 501, 503 (1994); *Laborers (Paul H. Schendener, Inc.)*, 304 NLRB 623, 625 (1991). Accordingly, we shall limit the present determination to the particular controversy that gave rise to these proceedings.

DETERMINATION OF DISPUTE

The National Labor Relations Board makes the following Determination of Dispute.

Employees of Systemaire, Inc. represented by the Pipefitters Local Union No. 562 are entitled to perform

the work of installing 6- and 8-inch 10-gauge pipe for feeding dry powdered product from a hopper to a blower-operated “air-veyor” system at the Monsanto Chemical Company’s Carondelet plant in St. Louis, Missouri.

Employees of Charles E. Jarrell Contracting Company, Inc. represented by the Pipefitters Local Union No. 562 are entitled to perform the work of installing reflector shields, exhaust pipes, and hangers of “Co-Ray-Vac” type heating system at Dennis Chemical Company’s St. Louis Missouri facility.

Employees of C & R Heating and Service Company, Inc. represented by the Pipefitters Local Union No. 562 are entitled to perform the work of installing approximately 275 linear feet of 18-inch diameter metalbestos emergency exhaust flue at the St. Louis County Government Center, Clayton, Missouri.